

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF MASSACHUSETTS**

INSITUFORM TECHNOLOGIES, INC.,	)	
	)	
Plaintiff,	)	
	)	
v.	)	Case No. 04-10487GAO
	)	
AMERICAN HOME ASSURANCE	)	
COMPANY,	)	
	)	
Defendant.	)	

**EXHIBIT A TO  
AFFIDAVIT OF ROBERT L. KELLEY**

**SUBCONTRACT AGREEMENT**

AGREEMENT made this 24 day of April, 2003 between:

Contractor: D'Allessandro Corp.  
41 Ledin Drive - PO Box 245  
Avon MA 02322  
TEL: 508 559 6400 - FAX 508 559 6432

And

Subcontractor: Insituform Technologies, Inc.  
253 B Worcester Road  
Charlton MA 01507  
Contact: ~~Brendan Doyle, Technical Representative~~  
Tom Porzio

8/24/03

For: MWRA - PROJECT 6840  
East Boston (MA) Branch Sewer Rehabilitation  
Scope of Work: See Exhibit A - Attached

Project: East Boston (MA) Branch Sewer Rehabilitation

Project Start Date: On or about April 7, 2003  
Project Finish Date: 300 Days from Notice to Proceed

Owner: Massachusetts Water Resource Authority (MWRA)

General Contractor: D'Allessandro Corp.

Sub Contract Price: \$1,004,735.00 - See Attached Exhibit A

Excluded: See attached-

Plans: Plans dated October, 2002

In accordance with: MWRA Project 6840 - Plans dated October, 2002

Terms: See Contract Document - Payment Page 3  
Retainage Held: 10% per Contract between D'Allessandro Corp. and Owner.  
See Owner's Contract Reference Page 01025-4

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**CONTRACT DOCUMENTS**

The Contract Documents of this Subcontract shall consist of the following documents, all incorporated herein by reference and are part of this Subcontract as if fully produced herein:

1. Subcontract Agreement with attached exhibits if any
2. General Contract between Contractor and owner
3. Conditions of the General Contract (General, Supplementary, Special and any other conditions incorporated in the General Contract)
4. Plans, specifications and all addenda issued prior to the execution of this Subcontract
5. Change Orders issued subsequent to the execution of this Subcontract

Subcontractor shall be bound to Contractor by the terms and provisions of the Contract Documents and shall assume all obligations and responsibilities that Contractor assumes to Owner, except to the extent that provisions contained therein are by their terms or by law applicable only to Contractor. All of the Contract Documents shall be available to the Subcontractor upon Subcontractor's request and it shall be the Subcontractor's sole responsibility to make such request. Subcontractor shall be deemed to be familiar with the Contract Documents. Where a provision of the Contract Documents is inconsistent any other Contract Document, the provision imposing the greater duty or obligation or better quality shall prevail.

**PERFORMANCE OF THE WORK**

Subcontractor shall direct and supervise the performance of the Work under this

Subcontract in full compliance with the Contract Documents subject to the overall coordination of the Project by Contractor. Subcontractor shall be solely responsible to obtain, pay for, furnish and provide all transportation, labor, materials, equipment, tools, protective covering, coring, drilling, patching, hoisting, scaffolding, layout engineering, supervision, testing, permits, submittals, as-builts, police details and all things reasonably implied, customarily provided in Subcontractor's line of work, inferable from the intent of the Contract Documents, and necessary to produce the intended results, unless specifically excluded from this Subcontract.

Subcontractor shall perform and complete the work in accordance with the Project Schedule and the Project Commencement and Completion Dates set forth herein. It is understood and agreed that time is of the essence in this Subcontract.

**SUBMITTALS**

Subcontractor shall be responsible for the timely submission of the following documents relating to Subcontractor's Work for the use and approval of the Contractor and/or Owner, at Subcontractor's sole expense:

1. Product data, catalogue cuts, samples, certificates of compliance and shop drawings as required by the Contract Documents or as requested by Owner
2. Test Results
3. Payroll and EEO reports as required by law and/or the Contract Documents
4. Schedule of values and application for payment

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5. A listing of suppliers/subcontractors to Subcontractor for the Work including the address, telephone number, name of the contact person for each supplier/subcontractor
6. Any other documents required for submission in the Contract Documents

By submitting shop drawings and samples, Subcontractor represents it has determined and coordinated all field and shop measurements, field construction criteria, catalog numbers and similar data and that it checked and coordinated each shop drawing and sample with the requirements of the Work and Contract Documents. Any work performed without the approval of the Contractor and/or Owner shall be at Subcontractor's sole risk and expense. Furthermore, the approval by the Contractor and/or Owner of any submittals by the Subcontractor shall not relieve Subcontractor of liability for strict compliance with the Contract Documents nor its responsibility for the proper matching and fitting of the Work with contiguous work.

#### PAYMENT

Provided an application for payment, on AIA Document G702 or on a form approved by Contractor, is received by the Contractor no later than the twenty fifth day of a month and reviewed and approved by Contractor, the Contractor shall include the Subcontractor's work covered by that application in the next Application for Payment which the Contractor is entitled to submit to the Owner. Each application for payment shall be accompanied by duly executed waivers of lien and claims from the Subcontractor, its suppliers, subcontractors, materialman and other

entity or person who has furnished labor, materials or equipment to, upon or for the benefit of the Project and payroll and EEO reports required by the Contract Documents. Each application for payment submitted by Subcontractor shall be of no effect until approved by Contractor as to the substance thereof and until all the foregoing documents have been submitted to Contractor. Within fourteen days after the Contractor receives payment on account of the application for payment, the Contractor shall pay to Subcontractor the amount paid by Owner on account of Subcontractor's work in the application for payment, less any amount specified in any court proceedings barring such payment, any amount claimed due from the Subcontractor by Contractor, any retainage withheld by Owner, and any amounts for the value of any work found unacceptable by the Contractor.

No payment on account of any application for payment shall be due unless Subcontractor has delivered to Contractor a complete release and releases from all Subcontractor's subcontractors and suppliers of all liens and claims arising out of the Work included in such application for payment in a form satisfactory to Contractor.

Final payment consisting of the entire unpaid balance due under the Subcontract less amounts retained by the Owner, amounts for the estimated costs to complete incomplete or unsatisfactory items of work and amounts claimed due from the Subcontractor by Contractor shall be paid within seventy (70) days of acceptance of the Work by the Owner and paid to Contractor by Owner.

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It is expressly understood and agreed to that payment from the Owner to Contractor shall be a condition precedent to any of Contractor's obligations to pay Subcontractor.

#### INSURANCE

Subcontractor shall pay for and maintain worker's compensation, employer's liability and comprehensive general liability insurance (CGL), including insurance coverage for premises operations, independent contractors, completed operations, contractual liability, personal injury liability, property damage (broad form) XCU hazards liability, occurrence bodily injury and automobile liability for all owned, used and hired automobiles, in the amounts set forth in the Contract documents or as follows, whichever are greater: worker's compensation insurance, the statutory maximum; employer's liability insurance, \$100,000/each person; comprehensive general liability, \$1,000,000/each occurrence, \$2,000,000 annual aggregate; automobile liability insurance, \$1,000,000 combined single limit. Completed operations coverage shall remain in effect for a minimum of three years after acceptance of the Contractor's completed work by the Owner, or throughout the guarantee period, whichever is longer. The Subcontractor shall maintain a minimum of \$5,000,000 umbrella liability coverage excess of the comprehensive general liability, employer's liability and automobile liability mentioned above. Subcontractor's failure to provide Contractor with certificates of insurance prior to the commencement of the Work shall be deemed a material breach of this Subcontract Agreement.

The Subcontractor shall name Contractor and/or Owner as additional insured on a primary basis on all liability policies of the Subcontractor required by this Subcontract Agreement prior to the commencement of the Work, throughout the duration of the Project, and for an additional three years after acceptance of the Contractor's completed work by the Owner using ISO Additional Insured Endorsement CG 20 10 11 85 or an endorsement providing equivalent coverage to the additional insureds. This insurance for the additional insureds shall be as broad as the coverage provided for the named insured subcontractor. It shall apply as primary insurance before any other insurance or self-insurance, including any deductible, maintained by or provided to the additional insured. Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement that is part of the Subcontractor's CGL policy. CGL coverage shall be written on ISO Occurrence form CG 00 01 1093 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contractors, products-completed operations, and personal and advertising injury. Any insurance policy required shall provide Contractor with thirty (30) days written notice prior to the effective date of any change in or cancellation of such policy.

~~Prior to commencing the Work, Subcontractor shall execute and deliver to the Contractor performance and labor and material payment bonds each for the full amount of the Work in a form and in substance satisfactory to Contractor.~~

The risk of loss, however caused, to any property whatsoever of Subcontractor or

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of the Owner or of the Contractor under the control of or in possession of Subcontractor on the Project shall be solely that of Subcontractor unless such property has been incorporated into the Work and is covered under the provisions of Owner's Builders Risk Insurance Policy.

#### INDemnIFICATION

To the fullest extent permitted by law, Subcontractor shall defend, indemnify, and hold harmless Owner and Contractor and anyone else required by the Contract Documents from and against any and all claims, damages, losses, liabilities or expenses, including attorney's fees, attributable to bodily injury, sickness, disease or death for injury to or destruction of property (including loss of use resulting therefrom) or any other loss or damage suffered or incurred by the Owner or Contractor arising out of or resulting from the performance of Subcontractor's Work under the Contract Documents caused in whole or in part by any act or omission of Subcontractor or those employed by it, or working under those employed by it at any level, regardless of whether caused in part by a party indemnified hereunder and shall not be limited by any limitation on any insurance provided hereunder.

#### WAIVER OF SUBROGATION

Subcontractor waives all rights against Contractor, Owner and Architect and their agents, officers, directors and employees for recovery of damages to the extent these damages covered by CGI, commercial umbrella liability, business auto liability or workers compensation and employers liability insurance maintained as required herein.

#### CONTRACTOR'S REMEDIES

If the Contractor, in its sole discretion shall determine that Subcontractor has (a) failed to coordinate its work or (b) has failed or refuses to employ an adequate number of workers necessary to perform the Work or (c) has failed or refuses to repair or replace any damaged or defective work or work not in compliance with the Contract Documents or (d) has failed to make payments to its subcontractors and suppliers for labor, material or equipment or (e) has failed to provide documents required hereunder or (f) has been adjudged a bankrupt, or shall file a petition of bankruptcy or for reorganization, or if such a petition is filed against Subcontractor or (g) has made an assignment for the benefit of creditors or if a receiver is appointed for any or all of Subcontractor's assets, or (h) has violated any provision of this agreement which violation shall be deemed to be a material breach hereunder, or (i) has violated any provision of this agreement which violation shall be deemed to be a material breach hereunder, Contractor, after 24 hour written notice to Subcontractor at its address set forth herein, shall have the right to repair, replace, complete or have any portion of the work completed by such means and in such manner as permitted by law or may terminate the subcontract Agreement.

Contractor shall also have the right to stop any payment due hereunder and the expense of such completion or repair, including, but not limited to damages for delay, administrative costs, supervision and management costs, liquidated damages assessed against Contractor by Owner to the extent caused in whole or



in part by Subcontractor, and reasonable attorney's fees, shall be deducted from any sums due or to become due Subcontractor hereunder. When the Subcontractor defaults on any obligation hereunder, the Subcontractor shall not be entitled to receive further payment until the Work is completed. If the unpaid balance of the Subcontract Price exceeds the cost of completing the Work, such excess shall be paid to the Subcontractor. However, Contractor's obligation to make such payment is expressly contingent upon Contractor receiving payment from Owner for same. If such costs exceed the unpaid balance, the Subcontractor shall pay the difference to the contractor. This obligation for payment shall survive termination of this Agreement.

In the event of termination of the General Contract between the Contractor and Owner with or without cause at any time Contractor shall have the right to cancel this Subcontract Agreement and require Subcontractor to cease work hereunder, in which case Contractor shall compensate Subcontractor based on the Subcontract Price pro-rata for Work already performed but not for any damages including but not limited to lost profits resulting from cancellation. However, Contractor's obligation to make such payment is expressly contingent upon Contractor receiving payment from Owner for same.

#### **CHANGE ORDERS AND CLAIMS FOR ADDITIONAL WORK**

The Owner or Contractor may make changes in the Work by issuing a written change order and Subcontractor shall be bound and obligated to make the changes. Subcontractor's price shall be adjusted accordingly, at the option of

Contractor, either by a lump sum agreed between the Contractor and Subcontractor or based upon the actual cost (for omitted work, estimated value) of labor, materials, and equipment necessary to perform the work plus ten percent for overhead and profit or based upon the unit prices in the Contract Documents.

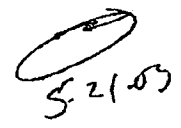
All claims by Subcontractor for additional cost, extensions of time, and damages for delay shall not be valid unless Subcontractor shall make the claim in writing to Contractor within three days of the occurrence of the event causing the claim.

Subcontractor acknowledges that it will have no damages for delay however caused and/or by whomever caused either for an extension of time to complete the Work and/or for compensation unless Contractor shall receive an extension of time or compensation for delay from the Owner for same.

Subcontractor shall have a time slip signed by Contractor's on-site representative daily to verify hours worked for labor and equipment, material furnished, and accurate and complete description of work performed relating to any claimed change order or claim for additional work. Subcontractor acknowledges that Contractor's superintendents and other field personnel are not authorized to approve a change to or extra work under this Subcontract.

#### **WARRANTY**

Subcontractor warrants to Contractor and Owner that all products, labor and materials delivered hereunder shall be



new and free from defect in material and workmanship and shall conform strictly to the specifications set forth for same for a period of one (1) year from the date of final acceptance of the Project by Owner or as set forth in the Contract Documents whichever is longer. Subcontractor shall replace without cost to Owner or Contractor any and all defects due to imperfect workmanship or defects in materials and equipment and to pay for any damages resulting therefrom manifested during the warranty period specified herein with an additional one (1) year guaranty on said repair, replacement or corrective work from the date of acceptance of the repair, replacement or corrective work.

#### **SAFETY**

Subcontractor agrees to be solely responsible for taking all safety measures relating to the Work and shall comply with all applicable sections of the Occupational Safety and Health Act (OSHA) and all other applicable laws, ordinances, codes, rules and regulations. It is further agreed that if any agent or agency assesses a fine or penalty either against Contractor, the owner or Subcontractor due to any breach or violation by Subcontractor of the terms or provisions of said laws, ordinances, codes, rules and regulations, then Subcontractor agrees to respond, defend, and be responsible for all citations, assessments, fines or penalties for its failure to so comply.

#### **SEVERABILITY**

If any provisions of this Subcontract shall be held invalid, voidable, void or unenforceable the remaining provisions of this Subcontract shall not be affected thereby and remain in full force and effect as permitted by law.

#### **MISCELLANEOUS**

This Subcontract Agreement represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. This Subcontract Agreement may only be amended or modified by a writing executed by the parties subsequent to the execution of the Subcontract Agreement unless specifically specified elsewhere in this Subcontract Agreement. No action or failure to act by the Contractor to exercise any right set forth in this agreement shall constitute a waiver or any right or duty afforded it under the Contract Document, nor shall any such action or failure to act constitute an approval of or acquiescence to any breach under this Agreement except as may be specifically agreed to in writing.

This Subcontract Agreement shall be governed by the laws of the Commonwealth of Massachusetts.

IN WITNESS WHEREOF, the parties have executed this Subcontract Agreement as of the day and year first above written.

 4/24/02 03 @  
SUBCONTRACTOR By its duly authorized representative

 5/21/03  
D'ALLESSANDRO CORP.

Rev 01-2-03  
File: Psubcontract

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**D'ALLESSANDRO-MWRA CONTRACT**

**MASSACHUSETTS WATER RESOURCES AUTHORITY**

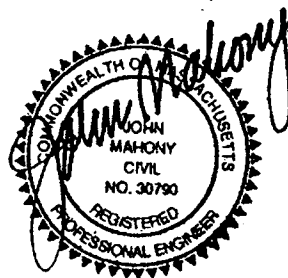
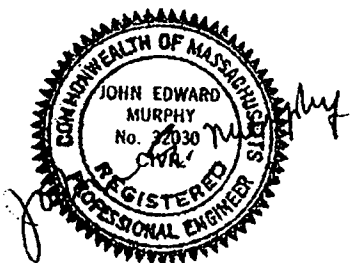
**Charlestown Navy Yard  
100 First Avenue  
Boston, Massachusetts 02129**

**Specification  
for**

**EAST BOSTON BRANCH SEWER  
REHABILITATION**

**MWRA CONTRACT NO. 6840**

**DEP PROJECT NO. CWSRF 1003**



**John Murphy, P.E.  
Registered Professional Engineer  
Massachusetts No. 32030**

**John Mahony, P.E.  
Registered Professional Engineer  
Massachusetts No. 30790**

**DUFRESNE-HENRY, INC.  
WESTFORD, MA**

**JACOBS CIVIL INC.  
BOSTON, MA**

*In association with*

**JUDITH NITSCH ENGINEERING, INC.  
BOSTON, MA**

**GEI CONSULTANTS, INC.  
WINCHESTER, MA**

**DMJM + HARRIS, INC.  
BOSTON, MA**

**H2O ENGINEERING CONSULTING ASSOCIATES, INC.  
BEDFORD, MA**

**OCTOBER 2002**

**ITI EBBS 000009**

## MASSACHUSETTS WATER RESOURCES AUTHORITY

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## TECHNICAL SPECIFICATIONS

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0006

MASSACHUSETTS WATER RESOURCES AUTHORITY  
AUTHORITY-CONTRACTOR AGREEMENT  
NUMBER: 6840

AGREEMENT, made as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the Massachusetts Water Resources Authority (the "Authority"), a body politic and corporate of the Commonwealth of Massachusetts, and \_\_\_\_\_ (the "Contractor"), a corporation/partnership organized under the laws of \_\_\_\_\_ and having a usual place of business in \_\_\_\_\_.

In consideration of the mutual agreements by the parties contained herein, the Authority and the Contractor agree as set forth below:

ARTICLE 1.      THE CONTRACT DOCUMENTS

1.1 The Contract Documents consist of this Agreement and the other documents, plans, drawings and specifications enumerated below or referred to in the definition of the Contract Documents contained in Section 00700, General Conditions. The Contract Documents are all as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract Documents are as follows with terms used herein having the meanings assigned to such terms in such Contract Documents:

Advertisement for Bids  
Instructions to Bidders  
Supplementary Instructions  
Bid Form/Form for General Bid  
General Conditions  
Special Conditions  
Supplementary Conditions  
Additional Federal and Massachusetts Requirements  
Drawings  
Specifications  
Addenda  
Performance Bond  
Labor and Material Bond

ARTICLE 2.      THE WORK

2.1 The Contractor shall furnish all labor, materials, tools, equipment, and insurance, and perform all the Work required in strict accordance with the Contract Documents for the project entitled: East Boston Branch Sewer Rehabilitation including Addenda to the Contract Documents numbered \_\_\_\_\_.

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ARTICLE 3.        CONTRACT PRICE

- 3.1 The Authority shall pay the Contractor for the performance of the Work in accordance with the Contract Documents, in current funds, the Contract Price of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) including the unit prices, if any, and lump sum prices, if any, stated in the Bid Form/Form for General Bid, Section 00300.
- 3.2 The Contract Price includes the amount stated in the Bid Form/Form for General Bid (Section 00300) for, and the Contractor shall perform the work required under, the following Alternate(s):

ARTICLE 4.        PAYMENT OF THE CONTRACT SUM

- 4.1 Progress payments and final payment shall be made to the Contractor as provided in Section 00700, General Conditions and in accordance with applicable provisions of the Massachusetts General Laws.

ARTICLE 5.        CONTRACT TIME; LIQUIDATED DAMAGES

- 5.1 It is agreed that time is of the essence of this Contract. The Contractor shall commence work and prosecute the Work in conformance with the scheduling requirements as stated in the Contract Documents. Contractor shall commence forthwith upon the date specified in the Notice to Proceed, and it shall diligently carry out the Work with dispatch to completion within 300 calendar days from the date specified in the Notice to Proceed for the commencement of the Work, and will achieve any other milestones set forth in the Contract Documents. Said period of 300 calendar days from Notice to Proceed and the dates specified for achieving any milestones, together with any valid extensions thereof approved by the Authority as provided in the Contract Documents, is herein referred to as the Contract Time.
- 5.2 The Contractor shall be assessed liquidated damages for each calendar day of delay in Substantial Completion of the Work (as defined in Section 00700, General Conditions) after expiration of the Contract Time, and for any delay in achieving any other milestones set forth in the Contract Documents, in accordance with the following provisions:

5.2.1 Time as Essential Condition - It is understood and agreed that the time of commencement, any interim milestones, and final completion of the Work in accordance with the Contract Documents are essential conditions of this Contract. It is further agreed that time is of the essence of each and every portion of the Contract Documents wherein a definite and certain or maximum length of time is fixed for the performance of any act whatsoever; and where in accordance with the Contract Documents an additional time is allowed for the completion of any work, the new time fixed by such extension shall be of the essence of this Contract.

It is understood and agreed that the Contract Time and other times for the completion of Work specified in the Contract Documents are reasonable times for the same.

5.2.2 Progress and Completion - The Contractor shall commence work promptly upon receipt of a Notice to Proceed, and shall prosecute and complete the Work regularly, diligently and uninterruptedly in accordance with the Contract Documents at such rate of progress as will ensure final completion and the achieving of any other milestones within the Contract Time.

5.2.3 Liquidated Damages - If the Contractor shall neglect, fail or refuse to complete the Work within the Contract Time, or fail to achieve any other milestones set forth in the Contract Documents, the Contractor and the Contractor's Surety agree, as a part of the consideration for the execution of this Contract by the Authority, to pay the Authority the amount of \$ 1,875 per day, not as a penalty, but as liquidated damages to partially cover losses, expenses and damages of the Authority for such breach of contract as herein set forth, for each and every calendar day occurring after expiration of the Contract Time, as of which the Contractor shall not have achieved completion of the Work, and for each and every calendar day occurring after expiration of any milestone specified in the Contract Documents as of which the Contractor shall not have achieved completion of any such milestone. The Contractor and its Surety acknowledge and agree that the Authority has made, and will have made, commitments to third parties which are, and which will be made based on the Authority's reliance upon the achievement by the Contractor of final completion of the Work and all other milestones, deadlines, and times specified in the Contract Documents in accordance with the terms thereof, and that delays in completion of the Authority's project could expose the Authority to liability to such third parties, in addition to other financial losses and expenses. In light of the above-described costs, damages, losses, risks and liabilities, the parties have agreed upon the daily liquidated damages stated above. Such damages have been fixed and agreed upon because of the

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impracticability and extreme difficulty of fixing and ascertaining the actual damages the Authority would in such event sustain, and said amounts shall be retained from time to time by the Authority from current progress payments or any other amounts owing to the Contractor or, to the extent not so retained, shall be paid promptly by the Contractor or its Surety to the Authority.

5.3

5.3.1 Non-Waiver - None of the following shall constitute a waiver of the Contractor's or its Surety's obligations to pay liquidated damages or any portion thereof:

- (a) Acceptance of any portion of the Work or payment to the Contractor or its surety therefor;
- (b) Completion of a portion of the Work or the use or occupancy thereof by the Authority or separate contractors;
- (c) The Authority's requiring or allowing the Contractor or its Surety to complete the Work.

5.3.2 Employees Not Liable - No member, officer, director, employee or agent of the Authority shall be liable to the Contractor under any term or provision of this Contract or because of any breach thereof. This Contract shall be binding upon the heirs, executors, administrators, successors and assigns of the Contractor.

5.3.3 Cumulative Remedies - The rights and remedies of the Authority provided herein are in addition to, and not in limitation of, any other rights and remedies the Authority may have at law, or under the Contract Documents, for Contractor's failure to perform any of its other obligations under the Contract Documents, including but not limited to Contractor's or Surety's failure, refusal or neglect to complete the Work, through fault or otherwise.

ARTICLE 6. CERTIFICATIONS AND BONDS

6.1 Attached hereto is the following certificate signed under seal and hereby delivered by the Contractor to the Authority:

6.1.1 Affidavit of Compliance and Vote of Corporation.



6.2 The following bonds, duly executed by sureties qualified to do business in Massachusetts, are hereby delivered to the Authority by the Contractor and its Surety:

6.2.1 Labor and Material Bond in the form contained in the Contract Documents.

6.2.2 Performance Bond in the form contained in the Contract Documents.

ARTICLE 7. STATEMENT OF TAX COMPLIANCE

7.1 The individual signing this Agreement on behalf of the Contractor hereby certifies, under the penalties of perjury, that to the best of his/her knowledge and belief, the Contractor has complied with any and all applicable state and local tax laws related to the taxes included in the following: G.L. c. 59 - Assessment of Local Taxes; G.L. c. 60B - Excise on Boats, Ships and Vessels in Lieu of Local Property Tax; and G.L. c. 62C, §2.

IN WITNESS WHEREOF, the parties hereto have executed this agreement under seal in triplicate as of the date and year first above written.

CONTRACTOR

MASSACHUSETTS WATER RESOURCES  
AUTHORITY

By: \_\_\_\_\_  
Hereunto duly authorized

By: \_\_\_\_\_  
Frederick A. Laskey  
Executive Director

\_\_\_\_\_  
Name and Title (Printed)

[ATTEST]

Master Form  
All Contracts

AFFIDAVIT OF COMPLIANCE AND VOTE OF CORPORATION

\_\_\_\_\_ Massachusetts Business Corporation

\_\_\_\_\_ Foreign (non-Mass.) Corp.

\_\_\_\_\_ Non-Profit Corporation

I, \_\_\_\_\_, President/Clerk of

\_\_\_\_\_  
(Name of Corporation)  
whose principal office is located at \_\_\_\_\_

do hereby certify that the above named corporation has filed with the Massachusetts Secretary of State all certificates and annual reports required by Chapter 156B, Section 109 (business corporation), by Chapter 181, Section 4 (foreign corporation) or by Chapter 180, Section 26A (non-profit corporation) of the Massachusetts General Laws.

SIGNED UNDER THE PENALTIES OF PERJURY this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Signature of Responsible Corporate Officer \_\_\_\_\_

Title \_\_\_\_\_

If a corporation, complete below or attach to each signed copy of the Contract a notarized copy of vote of corporation authorizing the signatory to sign this Contract.

At a duly authorized meeting of the Board of Directors of the

\_\_\_\_\_ held on \_\_\_\_\_  
(Name of Corporation) (Officer)

at which all the Directors were present or waived notice, it was VOTED, that,

\_\_\_\_\_ (Name) \_\_\_\_\_ (Officer)

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of this corporation be and hereby is authorized to execute contracts, bonds and other instruments in the name and behalf of said corporation and affix its corporate seal thereto. and such execution of any contract or other instrument or obligation in this corporation's name on its behalf by such \_\_\_\_\_

(Officer)

of the corporation, shall be valid and binding upon this corporation.

I hereby certify that I am the Clerk of \_\_\_\_\_

that \_\_\_\_\_ is the duly elected \_\_\_\_\_  
(Name) (Office)

of said corporation, and that the above vote has not been amended or rescinded and remains in full force and effect as of the date of this Contract.

A true copy, \_\_\_\_\_

ATTEST \_\_\_\_\_  
Clerk

Place of Business \_\_\_\_\_

\_\_\_\_\_  
Corporate Seal